

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entertainment One UK Holdings Limited		01/08/2013	Limited Company: UNITED KINGDOM
Earl Street Capital Inc.		01/08/2013	CORPORATION: DELAWARE
4384768 Canada Inc		01/08/2013	CORPORATION: CANADA
Entertainment One Ltd.		01/08/2013	Limited Company: CANADA
Entertainment One Films Canada Inc.		01/08/2013	CORPORATION: CANADA
Entertainment One GP Limited		01/08/2013	GP Limited: CANADA
Entertainment One Limited Partnership (consisting of General Partner Entertainment One GP Limited)		01/08/2013	LIMITED PARTNERSHIP: CANADA
Seville Pictures Inc.		01/08/2013	CORPORATION: CANADA
Videoglobe 1 Inc.		01/08/2013	CORPORATION: CANADA
Entertainment One Benelux DVD B.V.		01/08/2013	LIMITED LIABILITY COMPANY: NETHERLANDS
Entertainment One Benelux Rights B.V.		01/08/2013	LIMITED LIABILITY COMPANY: NETHERLANDS
Entertainment One Benelux B.V.		01/08/2013	LIMITED LIABILITY COMPANY: NETHERLANDS
Entertainment One Benelux Film Distribution B.V.		01/08/2013	LIMITED LIABILITY COMPANY: NETHERLANDS
Entertainment One Benelux Support B.V.		01/08/2013	LIMITED LIABILITY COMPANY: NETHERLANDS
Entertainment One Benelux Saga B.V.		01/08/2013	LIMITED LIABILITY COMPANY: NETHERLANDS
Entertainment One Benelux Rental B.V.		01/08/2013	LIMITED LIABILITY COMPANY: NETHERLANDS
Entertainment One Holding Holland B.V.		01/08/2013	LIMITED LIABILITY COMPANY: NETHERLANDS
Entertainment One UK Limited		01/08/2013	Limited Company: UNITED KINGDOM
GAYLORD PRODUCTION COMPANY		01/08/2013	CORPORATION: DELAWARE

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TRADEMARK

Entertainment One GP LLC		01/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Entertainment One US LP (consisting of Entertainment One GP LLC as its general partner)		01/08/2013	LIMITED PARTNERSHIP: DELAWARE
National Entertainment Media, Inc.		01/08/2013	CORPORATION: MINNESOTA
Entertainment One Television International Ltd.		01/08/2013	Limited Company: CANADA
Les Films Christal, S.E.C./ Christal Films, L.P. (consisting of general partner Les Films Christal Inc./ Christal Films Inc.)		01/08/2013	LIMITED PARTNERSHIP: CANADA
Les Films Christal Inc./ Christal Films Inc.		01/08/2013	CORPORATION: CANADA
4384768 Canada Inc.		01/08/2013	CORPORATION: CANADA
Entertainment One Film USA LLC		01/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Death Row Records Acquisition LLC		01/08/2013	CORPORATION: DELAWARE
Entertainment One Australia Holdings Pty Ltd.		01/08/2013	Limited Company: AUSTRALIA
Entertainment One Australia Pty Ltd.		01/08/2013	Limited Company: AUSTRALIA
Entertainment One Home Entertainment Australia Pty Ltd.		01/08/2013	Limited Company: AUSTRALIA
Entertainment One Hopscotch Pty Ltd		01/08/2013	Limited Company: AUSTRALIA
Entertainment One Films Australia Pty Ltd.		01/08/2013	Limited Company: AUSTRALIA
Alliance Films Inc.		01/08/2013	CORPORATION: CANADA
Alliance Films Holdings Inc.		01/08/2013	CORPORATION: CANADA
Maple Pictures Corp.		01/08/2013	CORPORATION: CANADA
Alliance Films (UK) Limited		01/08/2013	Limited Company: UNITED KINGDOM
Aurum Producciones S.A.		01/08/2013	LIMITED LIABILITY COMPANY: SPAIN
Alliance Vivafilm Inc.		01/08/2013	CORPORATION: CANADA

#### RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2029 Century Park East, 38th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067

**TRADEMARK**  
**REEL: 004941 FRAME: 0002**

Entity Type: National Association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2278593	MIGHTY MACHINES
Registration Number:	3550224	TRACTOR TOM
Registration Number:	3594903	TRACTOR TOM
Registration Number:	3663706	PEPPA PIG
Registration Number:	3506452	PEPPA PIG
Registration Number:	1469456	FAERIE TALE THEATRE
Registration Number:	1738085	KOCH
Registration Number:	1740964	KOCH INTERNATIONAL
Registration Number:	1740963	KOCH INTERNATIONAL
Registration Number:	2674274	THE MAJOR ALTERNATIVE
Registration Number:	2713483	THE MAJOR INDEPENDENT
Registration Number:	4104735	FAERIE TALE THEATRE
Registration Number:	2537744	IN THE PAINT
Serial Number:	78650102	COMBAT RECORDS SEEK.STRIKE.DESTROY.
Serial Number:	78608728	COMBAT RECORDS
Serial Number:	78353639	AMERICAN KIDS PRESENTS
Serial Number:	78393270	TRAINER'S EDGE
Registration Number:	3884857	DEATH ROW RECORDS
Serial Number:	77979999	DEATH ROW RECORDS
Serial Number:	77785368	DEATH ROW RECORDS
Serial Number:	77785376	DEATH ROW RECORDS
Serial Number:	77785366	DEATH ROW RECORDS
Serial Number:	77785375	DEATH ROW RECORDS
Serial Number:	77785371	DEATH ROW RECORDS
Registration Number:	3884831	DEATH ROW RECORDS
Serial Number:	77785381	DEATH ROW RECORDS
Serial Number:	77785356	DEATH ROW RECORDS
Serial Number:	77785385	DEATH ROW RECORDS
Serial Number:	77979994	DEATH ROW RECORDS
Serial Number:	77801290	DEATH ROW RECORDS
Serial Number:	77801311	DEATH ROW RECORDS

TRADEMARK

REEL: 004941 FRAME: 0003

Serial Number:	77801306	DEATH ROW RECORDS
Serial Number:	77801317	DEATH ROW RECORDS
Serial Number:	77801303	DEATH ROW RECORDS
Serial Number:	77801315	DEATH ROW RECORDS
Serial Number:	77801323	DEATH ROW RECORDS
Serial Number:	77801328	DEATH ROW RECORDS

#### CORRESPONDENCE DATA

Fax Number: 2027393001

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 202-739-5652

Email: chowell@morganlewis.com, dgross@morganlewis.com,  
lshah@morganlewis.com

Correspondent Name: Catherine R. Howell, Senior Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0397
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	01/11/2013

#### Total Attachments: 74

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**REEL: 004941 FRAME: 0004**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Dated as of January 8, 2013

WHEREAS, certain of the Guarantors referred to in the Credit Agreement as defined below (each a “Pledgor” and collectively, the “Pledgors”), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof), including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Amended and Restated Credit and Guaranty Agreement dated as of January 8, 2013 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”) among Entertainment One UK Holdings Limited (the “U.K. Borrower”), Earl Street Capital, Inc. (the “U.S. Borrower”) and 4384768 Canada Inc. (the “Canadian Borrower”), as the Borrowers (the “Borrowers”), the Guarantors referred to therein, the Lenders referred to therein (the “Lenders”), JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (in such capacity, the “Administrative Agent”) and as Issuing Bank (in such capacity, the “Issuing Bank”), J.P. Morgan Europe Limited, as Sterling Agent (the “Sterling Agent”) and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent (the “Canadian Agent”), the Lenders have agreed to make loans and extend other financial accommodations to the Borrowers; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 19, 2008 (as the same has been and may be further amended, supplemented or otherwise modified, renewed or replaced from time to time), between, among others, certain of the Pledgors and the Administrative Agent that was entered into in connection with the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) a security interest in and to all personal property of the Pledgor, including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (as such term is defined in the Credit Agreement); and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks, Trademark licenses and the goodwill associated therewith.

WHEREAS, pursuant to the terms of the Trademark Security Agreement dated as of September 19, 2008 (as the same has been and may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Original Trademark Security Agreement”) between, among others, certain of the Grantors and the Administrative Agent, such Grantors have granted to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Canadian Agent, the Issuing Bank and the Lenders) a security interest in items of Trademark, copyrights, and the other property referenced therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Trademark Security Agreement is hereby amended and restated as follows:

Each of the Pledgors does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders), as security for the Obligations, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the “Trademark Collateral”), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of such Pledgor:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by such Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark;

but excluding, notwithstanding anything in the Credit Agreement or herein to the contrary: (i) any “intent-to-use” trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office or any intellectual property if the grant of a security interest therein would result in the cancellation or voiding of such intellectual property by the applicable Governmental Authority, (ii) Equity Interests expressly excluded from the definition of Pledged Securities or (iii) any agreement (including agreements relating to intellectual property) to which any Pledgor is a party, only to the extent and for so long as the terms of such agreement or any requirement of Applicable Law (x) validly prohibit the creation by such Pledgor of a security interest in such agreement in favor of the Administrative Agent (after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) or 9-409 of the UCC (or any

successor provision or provisions) or any other Applicable Law (including the Bankruptcy Code) or principles of equity) or (y) would result in a termination pursuant to the terms of any such agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles of equity), in each case unless and until any required consents are obtained, provided however that Trademark Collateral shall include, and the security interest granted in the Trademark Collateral shall attach to, any proceeds, substitutions or replacements of any such excluded items referred to herein unless such proceeds, substitutions or replacements would constitute excluded items under the Credit Agreement or hereunder.

The Pledgor agrees to deliver updated copies of Schedules A and B to the Administrative Agent as soon as practicable after such Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of such Pledgor, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Amended and Restated Trademark Security Agreement ("Trademark Security Agreement"), and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

Each of Pledgors agree that if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent believes constitutes an infringement of any Trademark, or violate or infringe any right of such Pledgor, the Administrative Agent, the Issuing Bank, the Sterling Agent, the Canadian Agent or the Lenders, or if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgor (or if an Event of Default (as defined in the Credit Agreement) is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable, necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of such Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by, the Administrative Agent pursuant to this paragraph (provided that the failure to give any such notice shall not affect the validity of any of the same) at such Pledgor's sole expense.



This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) pursuant to the Security Agreement. The Pledgors and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments (as defined in the Credit Agreement) under the Credit Agreement have terminated, all Obligations have been indefeasibly fully paid and performed and all Letters of Credit (as defined in the Credit Agreement) have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) shall execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, the Canadian Agent and the Lenders) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof or of the Security Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE  
CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE  
STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE  
PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

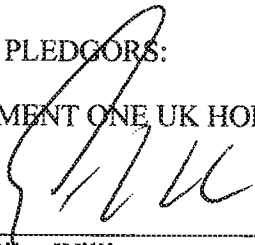
Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. In the event of a conflict between this Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement will govern.

[Signature Pages follow.]

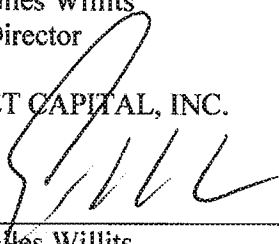
IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

PLEDGORS:

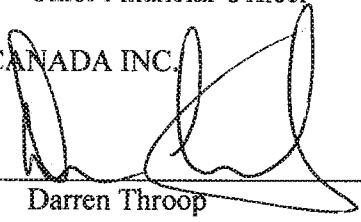
ENTERTAINMENT ONE UK HOLDINGS LIMITED

By:   
Name: Giles Willits  
Title: Director

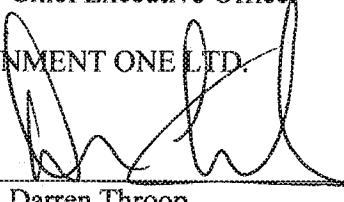
EARL STREET CAPITAL, INC.

By:   
Name: Giles Willits  
Title: Chief Financial Officer

4384768 CANADA INC.

By:   
Name: Darren Throop  
Title: Chief Executive Officer

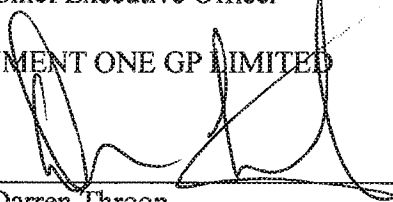
ENTERTAINMENT ONE LTD.

By:   
Name: Darren Throop  
Title: Chief Executive Officer

ENTERTAINMENT ONE FILMS CANADA INC.

By:   
Name: Darren Throop  
Title: Chief Executive Officer

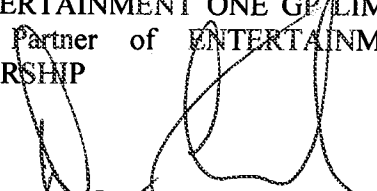
ENTERTAINMENT ONE GP LIMITED

By:   
Name: Darren Throop  
Title: President and Chief Executive Officer


*[Signature Page to Amended and Restated Trademark Security Agreement]*

ENTERTAINMENT ONE LIMITED PARTNERSHIP

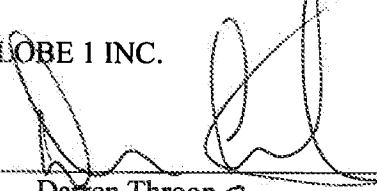
By: ENTERTAINMENT ONE GP LIMITED, in its capacity as  
General Partner of ENTERTAINMENT ONE LIMITED  
PARTNERSHIP

By:   
Name: Darren Throop  
Title: President and Chief Executive Officer

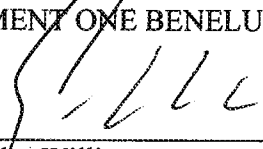
SEVILLE PICTURES INC.

By:   
Name: Patrice Theroux  
Title: Chairman


VIDÉOGLOBE 1 INC.

By:   
Name: Darren Throop  
Title: Secretary

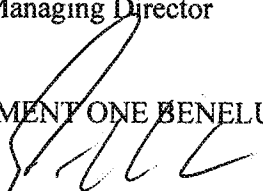
ENTERTAINMENT ONE BENELUX DVD B.V.

By:   
Name: Giles Willits  
Title: Managing Director

ENTERTAINMENT ONE BENELUX RIGHTS B.V.

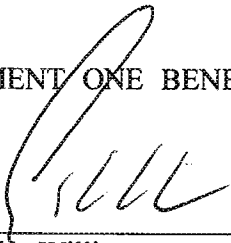
By:   
Name: Giles Willits  
Title: Managing Director

ENTERTAINMENT ONE BENELUX B.V.

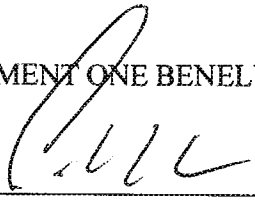
By:   
Name: Giles Willits  
Title: Managing Director

*[Signature Page to Amended and Restated Trademark Security Agreement]*

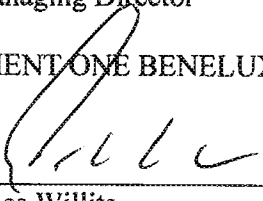
ENTERTAINMENT ONE BENELUX FILM DISTRIBUTION  
B.V.

By:   
Name: Giles Willits  
Title: Managing Director

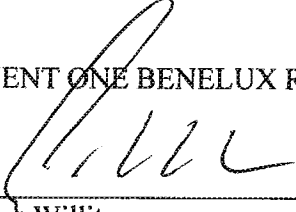
ENTERTAINMENT ONE BENELUX SUPPORT B.V.

By:   
Name: Giles Willits  
Title: Managing Director

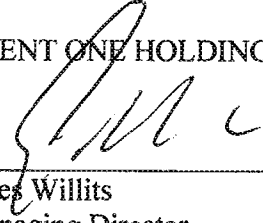
ENTERTAINMENT ONE BENELUX SAGA B.V.

By:   
Name: Giles Willits  
Title: Managing Director

ENTERTAINMENT ONE BENELUX RENTAL B.V.

By:   
Name: Giles Willits  
Title: Managing Director

ENTERTAINMENT ONE HOLDING HOLLAND B.V.

By:   
Name: Giles Willits  
Title: Managing Director

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Amended and Restated Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004941 FRAME: 0012**

ENTERTAINMENT ONE BENELUX FILM DISTRIBUTION  
B.V.

By: \_\_\_\_\_  
Name:  
Title:

ENTERTAINMENT ONE BENELUX SUPPORT B.V.

By: \_\_\_\_\_  
Name:  
Title:

ENTERTAINMENT ONE BENELUX SAGA B.V.

By: \_\_\_\_\_  
Name:  
Title:

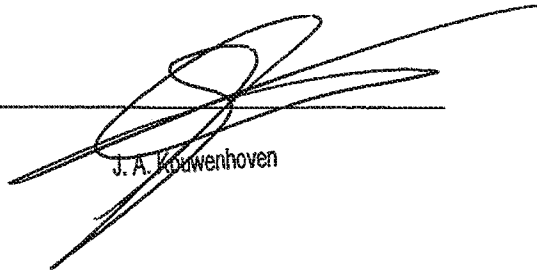
ENTERTAINMENT ONE BENELUX RENTAL B.V.

By: \_\_\_\_\_  
Name:  
Title:

ENTERTAINMENT ONE HOLDING HOLLAND B.V.

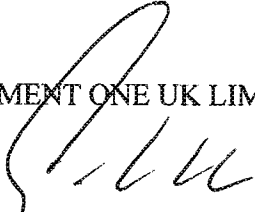
By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

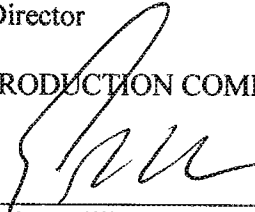
  
J. A. Kouwenhoven

*[Signature Page to Trademark Security Agreement]*

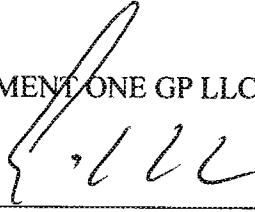
ENTERTAINMENT ONE UK LIMITED

By:   
Name: Giles Willits  
Title: Director

GAYLORD PRODUCTION COMPANY

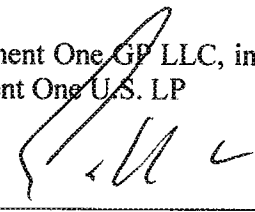
By:   
Name: Giles Willits  
Title: Director

ENTERTAINMENT ONE GP LLC


By:   
Name: Giles Willits  
Title: Chief Financial Officer

ENTERTAINMENT ONE U.S. LP

By: Entertainment One GP LLC, in its capacity as general partner  
of Entertainment One U.S. LP

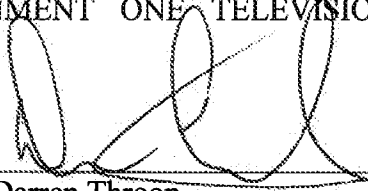
By:   
Name: Giles Willits  
Title: Chief Financial Officer

NATIONAL ENTERTAINMENT MEDIA, INC.

By:   
Name: Giles Willits  
Title: Chief Financial Officer

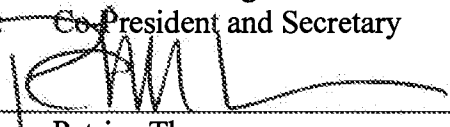
*[Signature Page to Amended and Restated Trademark Security Agreement]*

ENTERTAINMENT ONE TELEVISION INTERNATIONAL  
LTD.

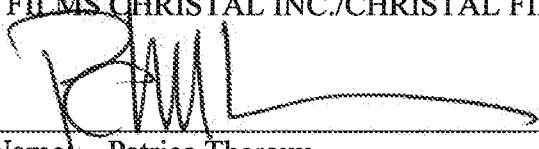
By:   
Name: Darren Throop  
Title: Chairman and Chief Executive Officer

LES FILMS CRISTAL, S.E.C./CRISTAL FILMS, L.P.

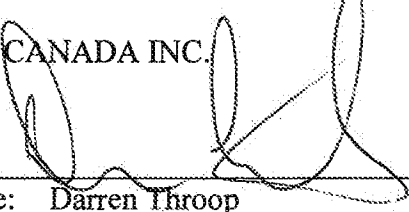
By: LES FILMS CRISTAL INC./CRISTAL FILMS INC., in  
its capacity as General Partner of LES FILMS CRISTAL,  
S.E.C./CRISTAL FILMS, L.P.

By: \_\_\_\_\_  
Name: David Reckziegel  
Title: Co-President and Secretary  
By:   
Name: Patrice Theroux  
Title: Chairman of the Board of Directors

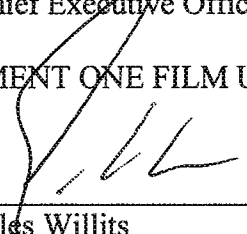
LES FILMS CRISTAL INC./CRISTAL FILMS INC.

By:   
Name: Patrice Theroux  
Title: Chairman of the Board of Directors

7508999 CANADA INC.

By:   
Name: Darren Throop  
Title: Chief Executive Officer

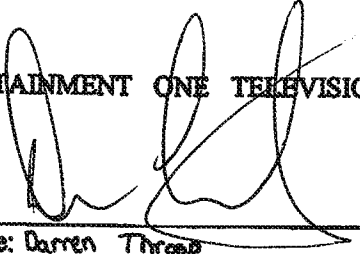
ENTERTAINMENT ONE FILM USA LLC

By:   
Name: Giles Willits  
Title: Chief Financial Officer

*[Signature Page to Amended and Restated Trademark Security Agreement]*

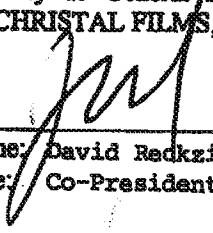
**TRADEMARK**  
**REEL: 004941 FRAME: 0015**

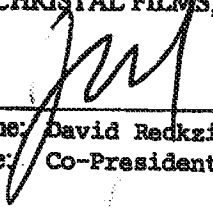
ENTERTAINMENT ONE TELEVISION INTERNATIONAL  
LTD.

By:   
Name: Darren Throop  
Title:

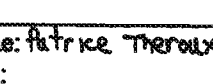
LES FILMS CRISTAL, S.E.C./CRISTAL FILMS, L.P.

By: LES FILMS CRISTAL INC./CRISTAL FILMS INC., in  
its capacity as General Partner of LES FILMS CRISTAL,  
S.E.C./CRISTAL FILMS, L.P.

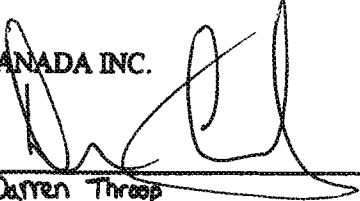
By:   
Name: David Redkziegel  
Title: Co-President and Secretary

By:   
Name: Patrice Theroux  
Title: Chairman of the Board of Directors

LES FILMS CRISTAL INC./CRISTAL FILMS INC.

By:   
Name: Patrice Theroux  
Title:

7508999 CANADA INC.

By:   
Name: Darren Throop  
Title:

ENTERTAINMENT ONE FILM USA LLC

By: \_\_\_\_\_  
Name:  
Title:

*(Signature Page to Amended and Restated Trademark Security Agreement)*



DEATH ROW RECORDS ACQUISITION LLC

By: 

Name: Giles Willits

Title: CFO

*[Signature Page to Amended and Restated Trademark Security Agreement]*

Signed, sealed and delivered by  
**ENTERTAINMENT ONE AUSTRALIA  
HOLDINGS PTY LTD (ACN 150 292 676)**, by its  
attorney under power of attorney dated 25 May  
2012 who has received no notice of revocation of  
the power of attorney, in the presence of:

.....  


Signature of witness

.....  


Signature of attorney

.....  
ARPIT PATEL.....

Name of witness  
(print)

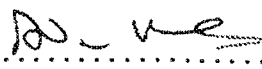
.....  
ADAM HURSE.....

Name of attorney  
(print)

Signed, sealed and delivered by  
**ENTERTAINMENT ONE AUSTRALIA PTY  
LTD (ACN 101 153 397)**, by its attorney under  
power of attorney dated 25 May 2012 who has  
received no notice of revocation of the power of  
attorney, in the presence of:

.....  


Signature of witness

.....  


Signature of attorney

.....  
ARPIT PATEL.....

Name of witness  
(print)

.....  
ADAM HURSE.....

Name of attorney  
(print)

*[Signature Page to Trademark Security Agreement]*

Signed, sealed and delivered by  
**ENTERTAINMENT ONE HOME  
ENTERTAINMENT AUSTRALIA PTY LTD**  
(ACN 149 606 664), by its attorney under power of  
attorney dated 25 May 2012 who has received no  
notice of revocation of the power of attorney, in the  
presence of:

.....  
Signature of witness

.....  
Signature of attorney

.....  
Name of witness  
(print)

.....  
Name of attorney  
(print)

Signed, sealed and delivered by  
**ENTERTAINMENT ONE HOPSCOTCH PTY  
LTD (ACN 149 606 726)**, by its attorney under  
power of attorney dated 25 May 2012 who has  
received no notice of revocation of the power of  
attorney, in the presence of:

.....  
Signature of witness

.....  
Signature of attorney

.....  
Name of witness  
(print)

.....  
Name of attorney  
(print)

Signed, sealed and delivered by  
**ENTERTAINMENT ONE FILMS AUSTRALIA  
PTY LTD (ACN 149 606 735)**, by its attorney  
under power of attorney dated 25 May 2012 who  
has received no notice of revocation of the power of  
attorney, in the presence of:

.....  
Signature of witness


.....  
Signature of attorney

.....  
Name of witness  
(print)

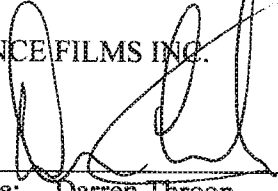
.....  
Name of attorney  
(print)


*[Signature Page to Trademark Security Agreement]*

ALLIANCE FILMS HOLDINGS INC.

By:   
Name: Darren Throop  
Title: Chief Executive Officer

ALLIANCE FILMS INC.

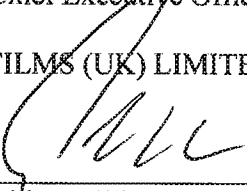
By:   
Name: Darren Throop  
Title: Chief Executive Officer

By:   
Name: Giles Willits  
Title: Chief Financial Officer


MAPLE PICTURES CORP.

By:   
Name: Darren Throop  
Title: Chief Executive Officer

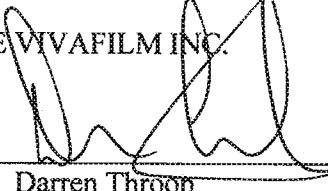
ALLIANCE FILMS (UK) LIMITED

By:   
Name: Giles Willits  
Title: Director

AURUM PRODUCCIONES S.A.

By:   
Name: Giles Willits  
Title: Chairman

ALLIANCE VIVAFILM INC.


By:   
Name: Darren Throop  
Title: Chief Executive Officer

*[Signatures Continue on the Following Page]*

*[Signature Page to Amended and Restated Trademark Security Agreement]*

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By   
Name: Dorian A. Singer  
Title: Associate

*[Signature Page to Amended and Restated Trademark Security Agreement]*

PROVINCE OF ONTARIO )

: ss.:

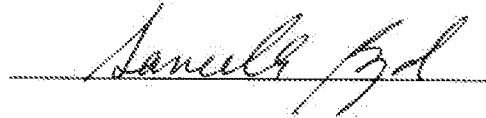
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the director of the company known as ENTERTAINMENT ONE UK HOLDINGS LIMITED (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

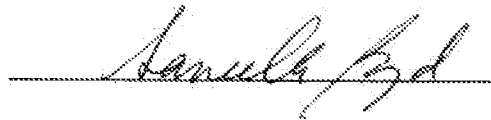
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ~~X~~ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Financial Officer of the company known as EARL STREET CAPITAL, INC. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

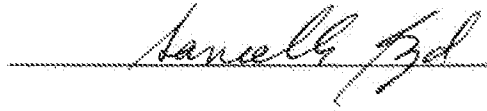
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop,

☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Executive Officer of the company known as 4384768 CANADA INC. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal dotted line.

Notary Public



PROVINCE OF ONTARIO )

: ss.:

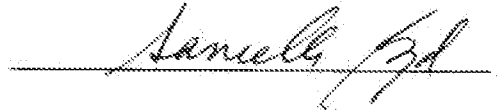
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop,

[ ☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Executive Officer of the company known as ENTERTAINMENT ONE LTD. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

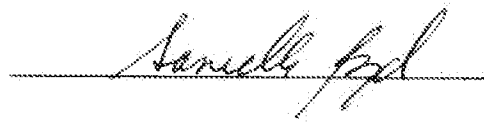
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop,

☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Executive Officer and chairman of the company known as ENTERTAINMENT ONE FILMS CANADA INC. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

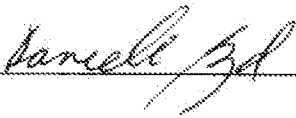
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop,

[ ☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the President and Chief Executive Officer of the company known as ENTERTAINMENT ONE GP LIMITED (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

  
A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal dotted line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

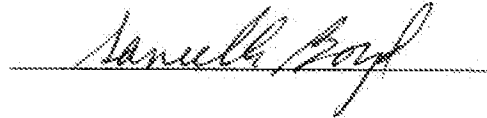
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop,

☒ personally known to me,

☐ proved to me on the basis of satisfactory evidence, to be the President and Chief Executive Officer of the company known as ENTERTAINMENT ONE GP LIMITED, in its capacity as general partner of ENTERTAINMENT ONE LIMITED PARTNERSHIP (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.



Notary Public

PROVINCE OF ONTARIO )

: ss.:

COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Patrice Theroux,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the chairman of the company known as SEVILLE PICTURES INC. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

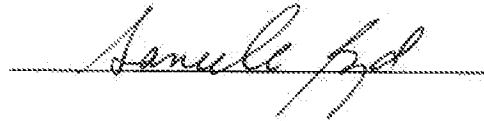
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop,

[ ☒ ] personally known to me,

[ ☐ ] proved to me on the basis of satisfactory evidence, to be the Secretary of the company known as VIDEOGLOBE 1 INC. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal dotted line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

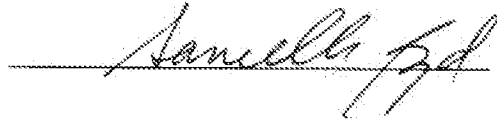
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the managing director of the company known as ENTERTAINMENT ONE BENELUX DVD B.V. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

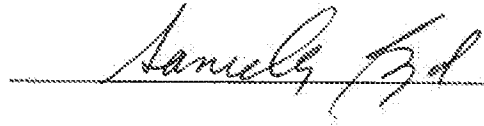
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the managing director of the company known as ENTERTAINMENT ONE BENELUX RIGHTS B.V. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public



PROVINCE OF ONTARIO )

: ss.:

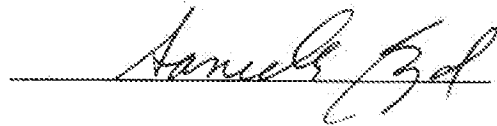
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the managing director of the company known as ENTERTAINMENT ONE BENELUX B.V. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

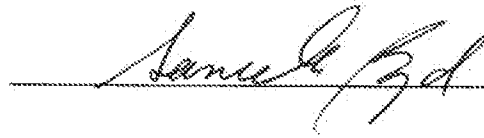
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

☒ personally known to me,

☐ proved to me on the basis of satisfactory evidence, to be the managing director of the company known as ENTERTAINMENT ONE BENELUX FILM DISTRIBUTION B.V. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

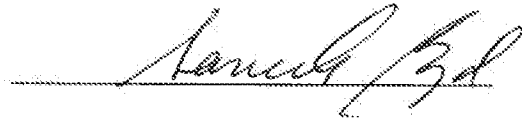
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the managing director of the company known as ENTERTAINMENT ONE BENELUX SUPPORT B.V. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

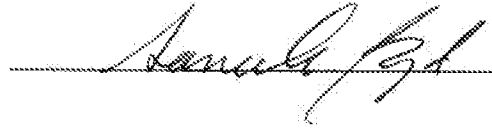
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the managing director of the company known as ENTERTAINMENT ONE BENELUX SAGA B.V. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

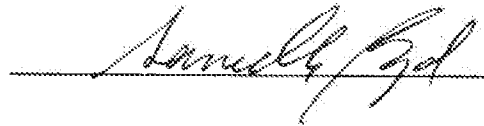
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[✓] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the managing director of the company known as ENTERTAINMENT ONE BENELUX RENTAL B.V. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

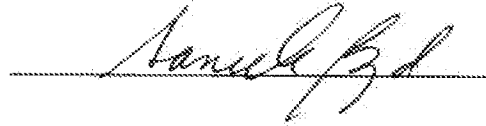
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the managing director of the company known as ENTERTAINMENT ONE HOLDING HOLLAND B.V. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

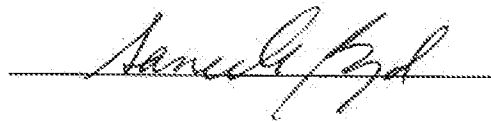
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the director of the company known as ENTERTAINMENT ONE UK LIMITED (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

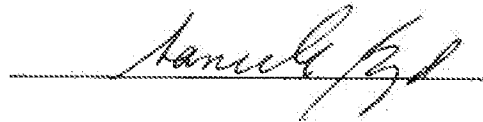
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the director of the company known as GAYLORD PRODUCTIONS COMPANY (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public



PROVINCE OF ONTARIO )

: ss.:

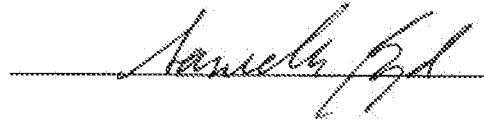
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Financial Officer of the company known as ENTERTAINMENT ONE GP LLC (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

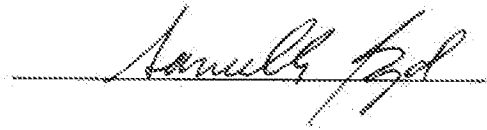
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Financial Officer of the company known as ENTERTAINMENT ONE GP LLC, IN ITS CAPACITY AS GENERAL PARTNER OF ENTERTAINMENT ONE U.S. LP (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

☒ personally known to me,

☐ proved to me on the basis of satisfactory evidence, to be the Chief Financial Officer of the company known as NATIONAL ENTERTAINMENT MEDIA, INC. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.



Notary Public

PROVINCE OF ONTARIO )

: ss.:

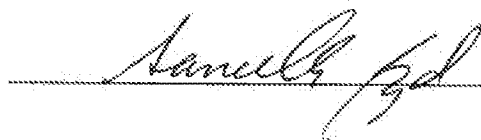
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chairman and Chief Financial Officer of the company known as ENTERTAINMENT ONE TELEVISION INTERNATIONAL LTD. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.



Notary Public

PROVINCE OF ONTARIO )

: ss.:

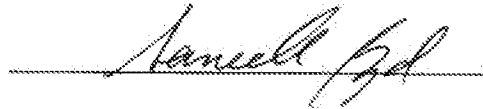
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Patrice Theroux,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the chairman of the board of directors of the company known as LES FILMS CRISTAL INC./CHRISTAL FILMS INC., in its capacity as general partner of LES FILMS CRISTAL, S.E.C./CHRISTAL FILMS, L.P. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.



Notary Public

PROVINCE OF ONTARIO )

: ss.:

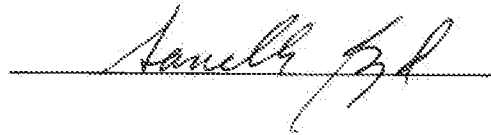
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Patrice Theroux,

[ ☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the chairman of the company known as LES FILMS CHRISTAL INC./CHRISTAL FILMS INC. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.



Notary Public

PROVINCE OF ONTARIO )

: ss.:

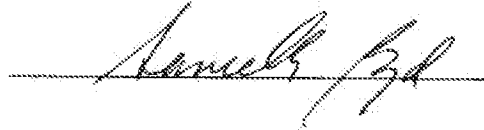
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop,

[ ☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Executive Officer of the company known as 7508999 CANADA INC. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

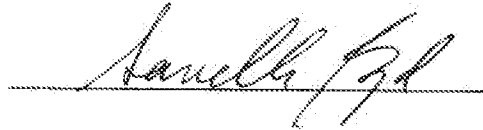
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Financial Officer of the company known as ENTERTAINMENT ONE FILM USA LLC (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public



PROVINCE OF ONTARIO )

: ss.:

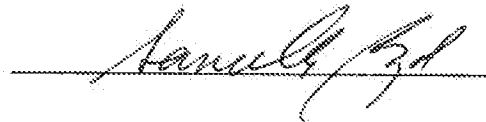
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Financial Officer of the company known as DEATH ROW RECORDS ACQUISITION LLC (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

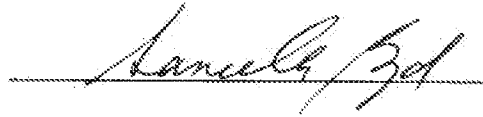
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Executive Officer of the company known as ALLIANCE FILMS HOLDINGS INC. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

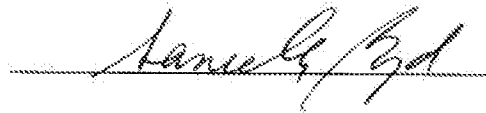
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop and Giles Willits,

[ ☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Executive Officer and Chief Financial Officer, respectively, of the company known as ALLIANCE FILMS INC. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:


COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop,

[ ☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Chief Executive Officer of the company known as MAPLE PICTURES CORP. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal dotted line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

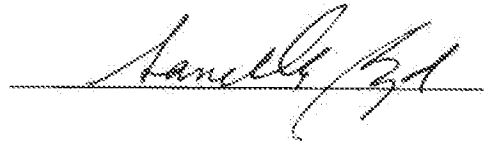
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the director of the company known as ALLIANCE FILMS (UK) LIMITED (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read 'Danielle Boyd', is written over a horizontal line.

Notary Public

PROVINCE OF ONTARIO )

: ss.:

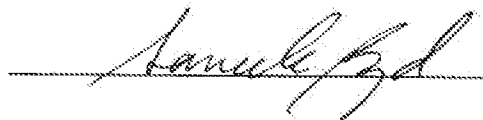
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Giles Willits,

☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the chairman of the company known as AURUM PRODUCCIONES S.A. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.



Notary Public

PROVINCE OF ONTARIO )

: ss.:

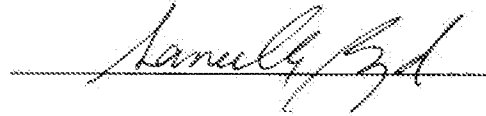
COUNTRY OF CANADA )

On this the 8th day of January, 2013, before me, Danielle Boyd, the undersigned Notary Public, personally appeared Darren Throop,

☒ personally known to me,

☐ proved to me on the basis of satisfactory evidence, to be the Chief Executive Officer of the company known as ALLIANCE VIVAFILM INC. (the "Company") who executed the foregoing instrument on behalf of the Company and acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.







Notary Public



## Schedule A Trademarks

Proprietor: Alliance Films (UK) Limited

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	3760394	3760394	13.04.2004	09.11.2006	Registered	CTM	None
	3760402	3760402	13.04.2004	09.11.2006	Registered	CTM	None
MOMENTUM PICTURES	3750213	3750213	07.04.2004	05.08.2005	Registered	CTM	None
MOMENTUM FILM	304243884	30424388	27.04.2004	11.01.2005	Registered	Germany	None
MOMENTUM FILMS	043288790	043288790	29.04.2004	29.04.2004	Registered	France	None
MOMENTUM FILM	M120049100	1088090	15.09.2004	17.01.2008	Registered	Italy	None
FILMES MOMENTUM	38097MNA	380974MNA	27.04.2004	02.12.2004	Registered	Portugal	None
MOMENTUM FILMS	2593123N7	2593123M7	26.04.2004	25.02.2005	Registered	Spain	None
MOMENTUM FILMS	200403269	375255	06.05.2004	07.10.2005	Registered	Sweden	None
MOMENTUM PICTURES	2232199	2232199	11.05.2000	12.07.2002	Registered	United Kingdom	None
	1,180,573	N/A	N/A	N/A	Allowed	Canada	None
MOMENTUM PICTURES	1,221,294	N/A	N/A	N/A	Allowed	Canada	None
	1,221,297	N/A	N/A	N/A	Allowed	Canada	None



Proprietor: Maple Pictures Corp.

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
MAPLE PICTURES	1226668	TMA695316	09.08.2004	31.08.2007	Registered	Canada	None
MAPLE TELEVISION	1255364	TMA751743	19.04.2005	30.10.2009	Registered	Canada	None

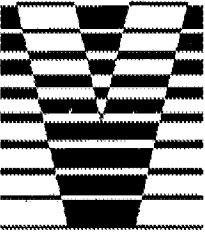

Proprietor: Entertainment One Hopscotch Pty Ltd

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Hopscotch logo	1124746	1124746	19 July 2006	06 November 2006	Registered	Australia	
Hopscotch logo	1188427	1188427	20 July 2007	16 October 2007	Registered	Australia	
HOPSCOTCH (word mark)	1504704		26 July 2012		Under examination	Australia	
HOPSCOTCH (word mark)	752004	752004	26 July 2006	01 February 2007	Registered	New Zealand	

Proprietor: Entertainment One Home Entertainment Australia Pty Ltd

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
SOUL FOOD (word mark)	1304628	1304628	17 June 2009	17 June 2009	Registered	Australia	
BRUISED (word mark)	1404399	1404399	18 January 2011	18 January 2011	Registered	Australia	

Proprietor: Entertainment One Limited Partnership

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
URBAN SOUND EXCHANGE	849,960	TMA505,889	Jul. 7, 1997	Dec. 22, 1998	Registered	Canada	
VIDEO ONE	1,098,250	TMA575,958	Apr. 3, 2001	Feb. 19, 2003	Registered	Canada	
V DESIGN 	1,124,908	TMA591,281	Dec. 12, 2001	Oct. 1, 2003	Registered	Canada	
ENTERTAINMENT EXTRA DESIGN 	844,872	TMA497,143	May 13, 1997	July 7, 1998	Registered	Canada	
CD PLUS	633,993	TMA446,847	Jun. 9, 1989	Sep. 1, 1995	Registered	Canada	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
VIDEO ONE CANADA	473,895	TMA270,034	Aug. 5, 1981	Jun. 11, 1982	Registered	Canada	


Proprietor: Entertainment One Limited Partnership (previously known as Row Limited Partnership)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Koch Records International & Design	582,798	TMA338,228	April 24, 1987	March 18, 1988	Registered	Canada	

Proprietor: Entertainment One Benelux B.V. (formerly known as R.C.V. Entertainment B.V.)



Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
HEAVY HORROR	N/A	0974096	N/A	20/09/2000	Expires on 20/09/2020	Benelux	
RCV	N/A	0955665	N/A	28/01/2000	Expires on 28/1/2020	Benelux	
ALLE 4 GOED	N/A	1074622	N/A	01/04/2005	Expires on 01/04/2015	Benelux	
ALLE 10 GOED	N/A	1074620	N/A	01/04/2005	Expires on 01/04/2015	Benelux	
ALLE 15 GOED	N/A	1074621	N/A	01/04/2005	Expires on 01/04/2015	Benelux	
ALLE 20 GOED	N/A	1074623	N/A	01/04/2005	Expires on 01/04/2015	Benelux	

Proprietor: Entertainment One Ltd.

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
ENTERTAINMENT ONE	1495092	TMA835,670	September 8, 2010	November 2, 2012	Registered	Canada	N/A
eOne	1495093	Pending	September 8, 2010	Pending	Pending	Canada	N/A
	1495094	Pending	September 8, 2010	Pending	Pending	Canada	N/A





Proprietor: Seville Pictures Inc.



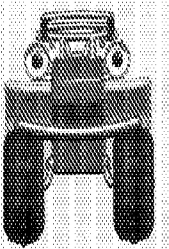
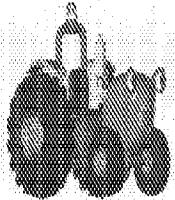
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
MIGHTY MACHINES & Design	767,529	TMA455,969	Oct. 31, 1994	March 22, 1996	Registered  (Renewed March 22, 2011)	Canada	Assignment dated Feb 1, 2001 – trademark assigned from Malofilm Production Inc. to Seville Pictures

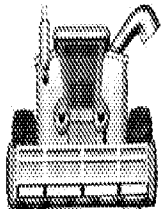
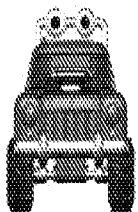


Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
							(Registered: June 4, 2002) License Agreement between Seville Pictures and Mighty Machines Series III dated Dec 13, 2007.
MIGHTY MACHINES & Design 	767,452	TMA577,091	Nov. 1, 1994	March 7, 2003	Registered	Canada	Assignment dated Feb 1, 2001 – trademark assigned from Malofilm Production Inc. to Seville Pictures
MIGHTY MACHINES		2,278,593	May 1, 1995	Sept. 21, 1999	Registered	USA	Assignment dated Feb 1, 2001 – trademark assigned from Malofilm Production to Seville Pictures. License Agreement between Seville Pictures and Mighty Machines Series III dated Dec 13, 2007

Proprietor: Entertainment One UK Limited (previously known as E1 Entertainment UK Limited)


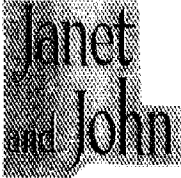


Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark



Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	1202066	TMA765095	December 22, 2003	April 27, 2010	Registered	Canada	
Word TRACTOR TOM	1202067	TMA765098	December 22, 2003	April 27, 2010	Registered	Canada	
Word RUBBER DUCK		2390692	28/10/2005	28/10/2005	Registered	United Kingdom	
Logo 		2398141	29/07/2005	27/01/2006	Registered	United Kingdom	
Logo 		2398140	29/07/2005	11/08/2006	Registered	United Kingdom	
Logo 		2444389	23/01/2007	13/07/2007	Registered	United Kingdom	
Word TRACTOR TOM		2294369	02/03/2002	02/04/2004	Registered	United Kingdom	
Device		2310060	06/09/2002	30/05/2003	Registered	United Kingdom	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
							
<b>Word and Device</b> 		2312095	30/09/2002	15/10/2004	Registered	United Kingdom	
<b>Design</b> 		3007571	08/10/2002	08/10/2002	Registered	United Kingdom	
<b>Design</b> 		3007146	18/09/2002	18/09/2002	Registered	UK	

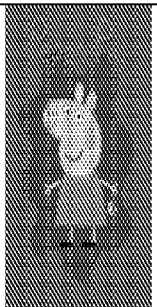
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Design 		000000658-0001	28/04/2003	28/04/2003	Registered	Community Trademark	
		000000658-0002	28/04/2003	28/04/2003	Registered	Community Trade Mark	
Figurative 		003664232	13/02/2004	04/04/2007	Registration published	Community Trade Mark	
TRACTOR TOM		003635794	13/02/2004	12/05/2005	Registration published	Community Trade Mark	
TRACTOR TOM	78334941	3550224	02/12/2003	23/12/2008	Registered	United States of America	
	78334940	3594903	02/12/2003	24/03/2009	Registered	United States of America	







Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Word HONG KONG LEGENDS		2292050	Priority Date: 10/12/2001	06/02/2004	Registered	United Kingdom	
Logo 		2292053	Priority Date: 10/12/2001	02/08/2002	Registered	United Kingdom	
JANET AND JOHN 		2240744	27/07/2000	26/01/2001	Registered	United Kingdom	
Word LOZZIE LOLLIPOP		2405052A	27/10/2005	14/09/2007	Registered	United Kingdom	
Word LOZZIE		2405053	27/10/2005	14/04/2006	Registered	United Kingdom	
Word HUMF		2382589	21/01/2005	15/07/2005	Registered	United Kingdom	
		000066956-0001	14/08/2003	14/08/2003	Registered	EU	
		000066956-0002	14/08/2003	14/08/2003	Registered	EU	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
		000066956-0003	14/08/2003	14/08/2003	Registered	EU	
		000066956-0004	14/08/2003	14/08/2003	Registered	EU	

Proprietor: Entertainment One UK Limited and Astley Baker Davies Limited

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
PEPPA PIG		2340356	12/08/2003	17/09/2004	Registered	United Kingdom	Character Options – Master Toy Licence.
		2340700	13/08/2003	17/09/2004	Registered	United Kingdom	
PEPPA PIG	78647153	3663706	09/06/2005	04/08/2009	Registered	United States of America	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	78647159	3506452	09/06/2005	23/09/2008	Registered	United States of America	
Word GEORGE PIG		2548684	21/05/2010	03/09/2010	Registered	United Kingdom	
		2548685	21/05/2010	10/09/2010	Registered	United Kingdom	
Word PEPPA PIG	1513010	N/A	06/09/2012	N/A	Application filed, pending registration.	Australia	
	1513011	N/A	07/09/2012	N/A	Application filed, pending registration.	Australia	
Word BEN AND HOLLY'S LITTLE KINGDOM		2455413	14/05/2007	19/10/2007	Registered	United Kingdom	
Word LITTLE KINGDOM		2449281	13/03/2007	08/05/2009	Registered	United Kingdom	
		1479431	11/10/1991	24/02/1995	Registered	United Kingdom	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Word BEN AND HOLLY		2518341	11/06/2009	09/10/2009	Registered	United Kingdom	
Word BEN AND HOLLY'S LITTLE KINGDOM		010186302	09/08/2011	02/12/2011	Registered	EU	
		010186336	09/08/2011	27/04/2012	Registered	EU	

Proprietor: Gaylord Production Company

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
FAERIE TALE THEATRE	73/643211	1469456	Feb. 3, 1987	Dec. 15, 1987	Not in use	United States of America	


Proprietor: Entertainment One U.S. LP (formerly KOCH Entertainment U.S. LP)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
KOCH	74/181709	1,738,085	Jul. 2, 1991	Dec. 8, 1992	Registered	United States of America	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
KOCH INTERNATIONAL DESIGN	74/181710	1,740,964	Jul. 2, 1991	Dec. 22, 1992	Registered	United States of America	
KOCH INTERNATIONAL	74/181708	1,740,963	Jul. 2, 1991	Dec. 22, 1992	Registered	United States of America	
THE MAJOR ALTERNATIVE	76/305336	2,674,274	Aug. 28, 2001	Jan. 14, 2003	Registered	United States of America	
THE MAJOR INDEPENDENT	78/019501	2,713,483	Aug. 3, 2000	May 6, 2003	Registered	United States of America	
FAERIE TALE THEATRE	85/326024	4,104,735	May 20, 2011	Feb. 28, 2012	Registered	United States of America	

Proprietor: Entertainment One U.S. LP (formerly Koch Entertainment Distribution LLC Which Merged into Koch Entertainment LP)


Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
IN THE PAINT	75/936843	2537744	Mar. 4, 2000	Feb. 12, 2002	Not in use	United States of America	





Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
<b>COMBAT RECORDS</b> <b>SEEK.STRIKE.DESTROY.DESIGN</b> 	78/650102		Jun. 14, 2005		Not in use	United States of America	
<b>COMBAT RECORDS</b>	78/608728		Apr. 14, 2005		Not in use	United States of America	
<b>AMERICAN KIDS PRESENTS</b>	78/353639		Jan. 19, 2004		Not in use	United States of America	

Proprietor: Koch Entertainment Distribution LLC (Merged Into Koch Entertainment LP)<sup>1</sup>






Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
TRAINER'S EDGE	78/393270	3010826	Mar. 30, 2004	Nov. 1, 2005	Not in use	United States of America	





Proprietor: Death Row Records Acquisition LLC


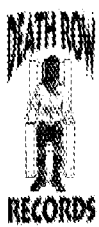
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
DEATH ROW RECORDS	77/785,361	3,884,831	July 20, 2009	7 Dec, 2010	Registered	United States of America	
	77/801,298	3,884,857	Aug10, 2009	7 Dec, 2010	Registered	United States of America	
DEATH ROW RECORDS	77/979,999		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,368		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,376		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,366		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,375		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,371		July 20, 2009		Registration pending	United States of America	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
DEATH ROW RECORDS	77/785,381		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,356		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,385		July 20, 2009		Registration pending	United States of America	
 DEATH ROW RECORDS	77/979,994		August 10, 2009		Registration pending	United States of America	
 DEATH ROW RECORDS	77/801,290		August 10, 2009		Registration pending	United States of America	
 DEATH ROW RECORDS	77/801,311		August 10, 2009		Registration pending	United States of America	
 DEATH ROW RECORDS	77/801,306		August 10, 2009		Registration pending	United States of America	





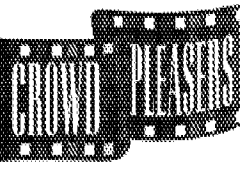
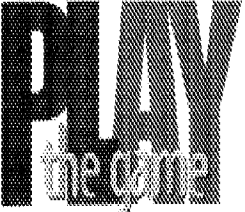
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	77/801,317		August 10, 2009		Registration pending	United States of America	
	77/801,303		August 10, 2009		Registration pending	United States of America	
	77/801,315		August 10, 2009		Registration pending	United States of America	
	77/801,323		August 10, 2009		Registration pending	United States of America	
	77801,328		August 10, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	134429	134427	Feb 9, 2010	Sept 20, 2010	Registered	Australia	


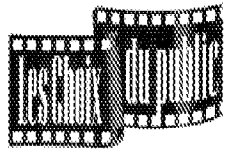
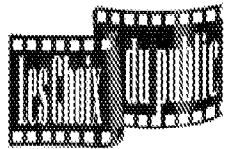

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	134429	134427	Feb 9, 2010	Aug 6, 2010	Registered	Australia	
DEATH ROW RECORDS	8870297	8870297	Feb 9, 2010	Aug 10, 2010	Registered	Community Trademark	
	8870371	8870371	Feb 9, 2010	Aug 2, 2010	Registered	Community Trademark	
	2010-9571	5354546	Feb 10, 2010	Sept 17, 2010	Registered	Japan	
DEATH ROW RECORDS	2010-9814	5385239	11 Feb, 2010	Jan 21, 2011	Registered	Japan	
DEATH ROW RECORDS	1065950	1197372	Feb 9, 2010	Jan 16, 2011	Registered	Mexico	
	1065949	1197373	Feb 9, 2010	Jan 16, 2011	Registered	Mexico	
DEATH ROW RECORDS	1469048		Feb 10, 2010		Registration pending	Canada	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	1469042		Feb 10, 2010		Registration pending	Canada	
DEATH ROW RECORDS	8271809		May 6, 2010		Registration pending	China	
	8068287		May 6, 2010		Registration pending	China	

Proprietor: Entertainment One Limited Partnership

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
DVE-UNE EXPÉRIENCE À DÉCOUVRIR! DESIGN 	1,124,385	TMA588,516	Dec. 6, 2001	Aug. 29, 2003	Registered	Canada	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
<b>DVD-EXPERIENCE IT! DESIGN</b> 	1,124,384	TMA588,479	Dec. 6, 2001	Aug. 28, 2003	Registered	Canada	
<b>VIDEO RESPONSE</b>	805,400	TMA475,394	Feb. 26, 1996	Apr. 29, 1997	Registered	Canada	
<b>VIDEO ONE PREVIEW</b>	1,124,387	TMA585,888	Dec. 6, 2001	Jul. 23, 2003	Registered	Canada	
<b>CROWD PLEASERS DESIGN</b> 	844,875	TMA492,764	May 13, 1997	Apr. 9, 1998	Registered	Canada	
<b>PLAY THE GAME DESIGN</b> 	844,873	TMA496,918	May 13, 1997	Jul. 2, 1998	Registered	Canada	
<b>PRIMEURS</b>	1,124,383	TMA607,470	Dec. 6, 2001	Apr. 13, 2004	Registered	Canada	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
<b>SOYEZ DE LA PARTIE DESIGN</b> 	844,874	TMA492,763	May 13, 1997	Apr. 9, 1998	Registered	Canada	
<b>PREVIEW</b> 	1,124,386	TMA583,423	Dec. 6, 2001	Jun. 10, 2003	Registered	Canada	
<b>LES CHOIX DU PUBLIC DESIGN</b> 	844,876	TMA491,992	May 13, 1997	Mar. 26, 1998	Registered	Canada	
<b>NOUVEAUTÉS EXTRA DESIGN</b> 	844,871	TMA496,357	May 13, 1997	Jun 18, 1998	Registered	Canada	
<b>ZEUS</b>	1,397,131	TMA801741	May 28, 2008	July 8, 2011	Registered	Canada	

Seville Pictures Inc. (previously known as Seville Entertainment Inc.)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
INDUSTRY ENTERTAINMENT	0885362	TMA538029	1998-07-23	2000-11-30	Registered	Canada	

Entertainment One Films Canada Inc. (previously known as Maximum Film Distribution Inc.)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
MAXIMUM FILMS DESIGN	1364970	TMA724496	2007-09-25	2008-09-25	Registered	Canada	
MAXIMUM FILMS	1364837	TMA724494	2007-09-24	2008-09-25	Registered	Canada	

**SCHEDULE B**

**TRADEMARK LICENSES**

None.